

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 18	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 26-Jun-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY NCRCC - ITEC4 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700		CODE W91QUZ		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CARASOFT TECHNOLOGY CORPORATION CRAIG ABOD 12369 SUNRISE VALLEY DR, STE. D2 RESTON VA 20191-5430				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-09-A-0003			
				X 10B. DATED (SEE ITEM 13) 26-Mar-2009			
CODE 1P3C5		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: testra092551 1. The purpose of this modification is to correct and insert the omission of the following attachments A - F, located above the (A. Terms and Conditions). 2. Add Teaming Members is referenced on page 9 of 18 at the following site: www.carahsoft.com/contracts/participatingdealers/vmw-are-esi All other terms and conditions remain the same.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DONNA S. HARRIS / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: Donna.Harris@itec4.army.mil			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Donna S. Harris</u> (Signature of Contracting Officer)		16C. DATE SIGNED 01-Jul-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

BPA TERMS AND CONDITIONS

**Blanket Purchase Agreement
DoD Enterprise Software Agreement (ESA)**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and **Carahsoft Technology Corp, including the Teaming Partners identified in Attachment F**, enter into an agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract **GS-35F-0131R**.

FSS Contract Blanket Purchase Agreements (BPAs) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

Attachments to this agreement are:

- Attachment A – Product and Price List
- Attachment B – License Agreement
- Attachment C – Report of Sales Format
- Attachment D – Fees and Payments
- Attachment E – Response to minimum technical requirements
- Attachment F – Ordering Points

A. TERMS AND CONDITIONS

1. Pursuant to GSA FSS Contract Number **GS-35F-0131R, Technology Corp, including the Teaming Partners identified in Attachment F**, agrees to the following terms of a BPA with the ACC/ITEC4. All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the **VMware License Agreement** included as Attachment B. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2. **Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$100,000,000. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term.** The BPA expires five (5) years after award. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a “best value”.

5. **Pricing Terms.** Attachment A provides unit prices as explained below. Prices shall not escalate, and Attachment A is not subject to upward adjustment during the term of the BPA. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders, in accordance with Attachment F.

5.1 **Enterprise License Agreements (ELA).** ESI BPA customers shall have the option, when buying in large quantities, to opt for additional benefits, terms, conditions and discounts under an ELA Schedule. Pricing under an ELA shall be considered as spot discounting and shall vary per custom offering.

5.2 **Special Solutions.** Ordering Officers may negotiate special solutions with **Carahsoft, including the Teaming Partners identified in Attachment F**, under CLIN 11-SSCLIN, as set forth in Attachment A (Price Tables), and in accordance with the terms and conditions of the Carahsoft GSA Contract.

5.3 **Voluntary Price Reductions and Special Orders.** Carahsoft, including the Teaming Partners identified in Attachment F can voluntarily reduce prices and labor rates at any time by giving 24-hour advance notice (via FAX or E-mail) to the BPA Contracting Officer and the U.S. Army Small Computer Product Manager. In addition, Carahsoft, including the Teaming Partners identified in Attachment F may negotiate special discounts for specific orders for their respective CLINs. These special discounts shall be negotiated under CLIN 11-SSCLIN, Special Solutions.

6. Discount Terms and Conditions.

	With ACT FEE
License Orders under \$50,000	1/2%
License Orders over \$50,000	1%
License Orders over \$300,000	2%
License Orders over \$1,000,000	4%
License Orders over \$5,000,000	5%
License Orders over \$10,000,000	6%
License Orders over \$20,000,000	7%
License Orders over \$50,000,000	8%

Discounts are not cumulative across orders against this BPA and are available on software licenses only. Discounts are off of the GSA Schedule Prices in effect at time of order.

Support/Subscription, Hardware, and Professional Services/PSO Prepaid Consulting Credits non-discountable and are offered on this BPA at the standard GSA discount.

7. **Out-Year Prices.** See Attachment F.

8. **Price Reduction.**

8.1 **Price Reduction (Most Favored Customer Prices).** The prices under this BPA shall be at least as low as the prices that Carahsoft, including the Teaming Partners identified in Attachment F offers under any other GSA Contract or BPA vehicle under same terms and conditions. If at any time during the term of this BPA the prices under any other GSA Contract or BPA ordering vehicle held by Carahsoft become lower than the prices under this BPA, this BPA will be modified to include the lower prices.

8.2 **DoD Enterprise Software Initiative (ESI) Transition.** The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

8.3 **SmartBUY Transition.** OMB has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The GSA is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this ESA, **Carahsoft Technology Corp, including the Teaming Partners identified in Attachment F**, and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither **Carahsoft Technology Corp, including the Teaming Partners identified in Attachment F**, or its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement.

9. **License Agreement.** Notwithstanding any provision to the contrary, licenses are non-transferable as defined in the VMware Master EULA (Section 2) incorporated as Attachment B. Software licenses purchased under this BPA are perpetual licenses subject to the terms and conditions of the licensing provisions of the Master EULA for the applicable product and are listed under GSA FSS Contract Special Item Number (SIN) 132-33. Additional products may be added in future modifications to the GSA FSS Contract and shall be available for purchase under this BPA upon proof of inclusion to the GSA FSS Contract. ESI BPA customers shall have the option, when buying in large quantities, to opt for additional benefits, terms, conditions and discounts under an ELA Schedule.

In order for VMware to facilitate proper license tracking and provide diligent Support and Subscription services (such as maintenance releases), on a case by case basis, VMware may allow Customers to transfer Licenses within the same agency or branch. Transfers must be requested and approved in writing by VMware. Any attempt to assign or transfer the licenses, without following the process outline above, shall be null and void and of no force and effect. In the event VMware consents to any assignment or transfer, any licenses granted hereunder on an enterprise-wide basis shall be limited to using the quantity and type of licenses deployed as of the date of such assignment.

9.1 **Functionality Replacement and Extended Support.** In the event VMware removes a material function ("Function") in a subsequent version of a Software Product provided to

Customer through Support and Subscription Services purchased by Customer for a Software Product licensed by Customer ("Initial Product"), and VMware makes such Function(s) available in a new Software Product ("New Product") with similar features, functionality, and pricing, Customer shall be entitled to receive an equal quantity and type of licenses for the New Product as Customer has in the Initial Product, at no additional charge, as long as Customer is current on Support and Subscription Services at the time VMware removes the Function from the Initial Product. In the event of this occurrence, customer will discontinue use of the Initial Product, and exchange the Initial Product for the New Product. VMware Support and Subscription terms and conditions shall apply and are available at the following link:

http://www.vmware.com/files/pdf/support/support_terms_conditions.pdf

Extended Support provided by the manufacturer is detailed at the following link under their Support Life Cycle Policy – please see General Policy or VMware Infrastructure Policy:

http://www.vmware.com/support/policies/life_cycle.html

9.2 Rights of Survivorship of the Agreement. This Agreement shall survive unto **Carahsoft Technology Corp including the Teaming Partners identified in Attachment F**, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of **Carahsoft Technology Corp including the Teaming Partners identified in Attachment F**, by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost, as long as the Customer is current on Support and Subscription Services at the time the manufacturer makes such changes.

9.3 Audits. Licensee may perform an internal audit and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Licensee may permit **Carahsoft Technology Corp including the Teaming Partners identified in Attachment F**, to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All vendor personnel must have appropriate security clearances to gain access to Licensee site or data. VMware standard audit policy, along with any additional ELA audit provisions, shall apply and can be found in Attachment B, the EULA under Section 2.7

10. Media. This software is not currently available on hard copy media. Software must be downloaded from the VMware license download site. Upon Credit Card or Purchase Order Approval, the end-users will be sent an email confirmation and their **VMware** Customer ID (CID) will be validated for download capability. The end user can then go to the VMware license download site and enter their valid CID for download of the Software products.)

11. Support and Subscriptions.

11.1. Support. VMware Support/Subscription is mandatory with all new license purchases at the standard GSA Contract rates and is subject to the terms and conditions of the then current VMware Support and Subscription Services and is offered under GSA FSS Contract SIN 132-34. VMware Support and Subscription terms and conditions are available at the following link: http://www.vmware.com/files/pdf/support/support_terms_conditions.pdf

11.2. Subscriptions.

SEE 11.1 ABOVE

12. Professional Services. Professional Services are available for purchase under this BPA as shown on Attachment A priced at the standard GSA Contract rates only and are subject to the terms and conditions of GSA FSS Contract SIN 132-51. ***Offering includes hourly rates, packaged consulting projects, and pre-paid consulting credits.***

VMware Professional Services offerings can be found at <http://www.vmware.com/services/>.

13. Training. Education & Training Services are available for purchase under this BPA as shown on Attachment A priced at the standard GSA Contract rates only, are offered under GSA FSS Contract SIN 132-50 and subject to the terms and conditions of specific offerings Datasheet. All enablement services and/or training purchases include travel cost in accordance with the Joint Travel Regulations (JTA) and must comply with the GSA Schedule terms and FAR and DFARS regulations. ***Offering includes on-site classes, open enrollment classes, and pre-paid consulting credits.***

VMware Education/Training offerings can be found at <http://www.vmware.com/services/>.

14. Technology Improvement. The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

15. Substitution and Technology Refreshment. If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 8 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. **Authorized Users.** The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, NATO, the Intelligence Community and FMS with a Letter of Authorization. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

2. BPA Points of Contact:

a. Contracting Office:

Point of Contact:

(ACC/ITEC4 Hoffman 1, Room 284)
(2461 Eisenhower Ave., Alex. VA 2233-1700.)

POC: (Thomasina W. Estrada)
Phone: (703-325-6068)
Fax: (703-428-1689)
Email: (valerie.m.mills@us.army.mil)

Procuring Contracting Officer (PCO):

(ACC/ITEC4 Hoffman 1, Room 284)
(2461 Eisenhower Ave., Alex. VA 2233-1700)

PCO: (Donna S. Harris)
Phone: (703-325-4625)
Fax: (703-428-1638)
Email: (donna.s.harris@us.army.mil)

b. Software Product Manager (SPM):

Software Product Manager (SPM):

PEO EIS
Assistant Project Manager, CHESS
Squire Hall, Building 283
Fort Monmouth, NJ 07703

SPM: Joe Simpson
Phone: 732-532-7395
Fax: 732-532-5185
Email: joseph.m.simpson@us.army.mil

or Alternate Point of Contact:

PEO EIS
Assistant Project Manager, CHESS
Squire Hall, Building 283
Fort Monmouth, NJ 07703

POC: Dee Wardle
Phone: 732-427-6793
Fax: 732-532-5185
Email: adelia.wardle@us.army.mil

c. Customer Point of Contact: (To be specified on each order.)

C. ORDERING

1. DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.
- c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.
- d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil>. The Government will also post this contract to <https://ascp.monmouth.army.mil/scp/index.jsp>.

The pricing is at this link:

<http://www.carahsoft.com/VMwareBPA-DOD/documents/VMwareGSAPricelist.pdf>

The team members can be found at the following site:

<http://www.carahsoft.com/contracts/participatingdealers/>

2. Delivery Orders. The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders.

Ordering via this BPA is decentralized. Orders are prepared by an authorized Government Ordering Officer, in accordance with the terms and conditions of this BPA and the GSA Schedule, or prime contractor authorized by a Government Contracting Officer in accordance with FAR Part 51. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155 or by logging on to the *(enter vendor name)* purchasing page at *(enter web site)*. *(Add any DoD Component specific requirements)*.

Notice to Ordering Offices:

Requiring officials and ordering officers are responsible for complying with applicable statutes, regulations and policies. Good business judgment in finding the best value to meet the needs of the United States should be exercised in all acquisitions.

DoD agencies: Follow the procedures in DFARS 208.405-70(b) and (c). Requests for Quotation (RFQs) may be posted to GSA's electronic RFQ system, e-Buy, which allows ordering activities to post requirements and obtain quotes electronically. Ordering activities may access e-Buy at <http://www.ebuy.gsa.gov>. While the use of performance specifications is preferred to encourage offerors to propose innovative solutions, the use of brand name or equal purchase descriptions may be advantageous under certain circumstances. Brand

name or equal purchase descriptions must include, in addition to the brand name, a general description of those salient physical, functional, or performance characteristics of the brand name item that an “equal” item must meet to be acceptable for award. In competitive RFQs, include a description of the basis upon which the contracting officer will make the selection.

Government prime contractors: Follow the terms of this BPA, the GSA schedule, and your contract and the direction of its Government contracting officer in accordance with FAR Part 51 for ordering from Federal Supply Schedules.

Professional services: This single BPA may be used for acquiring IT Professional services when defined as individual tasks.

Contractor team arrangements per FAR 9.6 may be utilized under this BPA.

Open Market (non-contract) items may be added to a FSS BPA individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market items.

3. Users’ Ordering Guide. The Contractor shall develop a Users’ Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor’s home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and Contractor Points of Contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information such as CAGE, DUNS, TIN, Business Size, etc. necessary to complete a Contract Action Report (CAR) in the FPDS-NG system
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

4. E-Commerce Site. It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

- a. The Contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.
- b. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.

- c. The Contractor shall use its commercially reasonable business efforts to adapt its business processes as the ITEC Direct technical requirements, environment and architecture evolve.

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

5. Delivery Schedule. The Contractor shall make available the current version of software via electronic download within **thirty (30) business days** of receipt of order.

6. Delivery Notice. Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Product Description/Model numbers
- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

D. INVOICING AND PAYMENT

1. Invoicing. The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. The contractor shall submit an original invoice and three copies (or electronic invoice, if authorized), to the address specified on the delivery orders issued against the BPA. An invoice must include --

- a. Name and address of the Contractor;
- b. Invoice date and number;
- c. Contract number, contract line item number and, if applicable, the order number;
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered;
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of the person to be notified in event of defective invoice;
- i. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer (EFT) banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are

encouraged to assign an identification number to each invoice. Subscriptions will be invoiced per 13.302-5b and 52.213-2.

2. Fast Payment Procedure. The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (MAY 2006) are incorporated in this BPA by reference and pertain to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

3. Precedence. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

E. BPA MANAGEMENT AND OVERSIGHT

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of monthly and quarterly reports.

As part of this response Carahsoft Technology Corp including the Teaming Partners identified in Attachment F, is offering a special services to support the management of this Blanket Purchase Agreement (BPA) for VMware Software and Services. Carahsoft Technology Corp including the Teaming Partners identified in Attachment F, holds multiple ESI BPAs for our vendor partners and intends to provide superior program management on this contract. Carahsoft Technology Corp including the Teaming Partners identified in Attachment F, is providing services to support the management of this BPA for VMware Software. These services described below are included at no cost to the Government.

Dedicated Program Management

In support of the BPA, Carahsoft Technology Corp including the Teaming Partners identified in Attachment F, will provide a VMware focused Program Manager that will be dedicated to supporting your VMware requirements and this BPA. This Program Manager will be responsible for all aspects of BPA management and is fully trained in all the sales and configuration of VMware Software, Subscriptions, and Services. All sales, order management, and contracting functions will be overseen by this individual. Their role is to help you maximize your utility of your investments in VMware technology.

Quarterly Webcasts

At no additional cost to the government, Carahsoft, including the Teaming Partners identified in Attachment F shall provide a quarterly VMware solutions-focused webcast to the DoD ESI Community. These webcasts shall include information regarding new product releases, product patch/upgrade information or short training webcasts should the need arise.

Dedicated BPA Line

In further support of this BPA, in addition to the direct access you will have to VMware service representatives for maintenance and contract support, Carahsoft, including the Teaming Partners identified in Attachment F will provide a dedicated a phone line to be used exclusively for activities supporting this BPA. Both toll and toll-free lines will be made available. The number will be included on all quotations, emails, website(s), and other documentation regarding this BPA. Additionally, this phone line will be answered by a “pool” of individuals. Consequently, during regular business hours, this line will always be answered by a live person and customers will not be routed to voicemails. The use of this line helps to enable immediate customer service/ action to take place.

Dedicated BPA Website

Carahsoft will develop and maintain a website, www.carahsoft.com/VMwareBPA-DOD that will be dedicated to this BPA. This website shall include materials such as:

- BPA Information
- BPA FAQ Document
- VMware Product Information
- VMware BPA Pricelist Information
- Additional Contractual Information

2. Report of Sales. Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be submitted to the SPM and the PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment F. Negative reports are required. The SPM or PCO shall provide written approval of each report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the DoD Components participating in fee sharing.

3. United Nations Standard Products and Services Code. The United Nations Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment F. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at <http://www.unspsc.org>.

4. Records. The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

5. Program Management Reviews (PMR).

The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews

the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. **These PMRs can take place via an online meeting between all parties using the Carahsoft Adobe Connect session or via Defense Connect Online (DCO).**

6. Sales Leakage. The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

7. Marketing. The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in DoD Component sponsored events and news media geared to Government/DoD IT people.

8. Enterprise Integration Toolkit. The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at:

<https://acc.dau.mil/CommunityBrowser.aspx?id=153210&lang=en-US>.

F. Standards.

1. YEAR 2000 Compliance. All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. DISR Compliance. All products offered shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards, and the mandated compendium can be obtained from Mr. Dave Brown 703-681-2645; dave.brown@disa.mil. The DoD IT standards management tool, DISRonline is available for use by CAC-equipped authorized parties and can be accessed for account requests at <https://disronline.disa.mil>.

3. **Common Security Configurations.** The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html, and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use an installer service for installation to the default "program files" directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
4. **Net-Centricity.** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint warfighting and create intelligence advantages. To reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI vendor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at http://www.defenselink.mil/cio-nii/docs/NetCentric_Checklist_v2-1-3_.pdf, to provide information on the Net-Centric posture of their IT products and services.
5. **Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. The Contractor's Section 508 compliancy information can be found at www.vmware.com/help/accessibility.html.
6. **Additional Clauses.** Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional DFARS clauses listed below that are incorporated by reference in this BPA. Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.

The following FAR/DFARS clauses and provisions are hereby incorporated by reference with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>
<http://acquisition.gov/comp/far/index.html>
<http://farsite.hill.af.mil/>

252.204-7000 Disclosure of Information (DEC 1991)

- 252.204-7004 Alternate A (Nov 2003) - substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 -Central Contractor Registration (OCT 2003)
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
- 252.232-7009 Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)
- 252.232-7010 Levies on Contract Payments (DEC 2006)
- 252.246-7000 Material Inspection and Receiving Report (MAR 2003)
- 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (APR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses, which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☒ 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

☒ 252.219-7004 Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7012 Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

☒ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10

U.S.C. 2533a).

- ☒ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- ☒ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- ☒ 252.225-7021 Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☒ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- ☒ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- ☒ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (___ Alternate I) (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☒ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- ☒ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- ☒ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- ☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- ☒ 252.232-7003 Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).
- ☒ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- ☒ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) (☒ Alternate III) (MAY 2002) (10 U.S.C. 2631).

X 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)
(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of Summary of Changes)